

# **EXHIBIT**

## **#62**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
CASE NO. 07-15195 (MS)  
CHAPTER 11

In re BAYONNE MEDICAL CENTER,, :

Debtor, :

v. :

BAYONNE MEDICAL CENTER, Debtor :  
and Debtor-in-Possession; and :  
ALLEN D. WILEN, in his capacity as: :  
Liquidating Trustee and Estate :  
Representative for the Estate of :  
Debtor, Bayonne Medical Center, :

Plaintiff, :

v. :

BAYONNE/OMNI DEVELOPMENT, :  
L.L.C., a New Jersey limited :  
liability company; et al., :

Defendants. :

DEPOSITION OF

PAUL MOHRLE

**ORIGINAL**

T R A N S C R I P T of Deposition Proceedings  
in the above-entitled matter, as taken by and before MARIA  
F. PIOTROWSKI, Certified Court Reporter and Notary Public of  
the State of New Jersey, at the offices of SAIBER ATTORNEYS  
AT LAW, 18 COLUMBIA AVENUE, FLORHAM PARK, NEW JERSEY, on  
WEDNESDAY, SEPTEMBER 15th, 2010 commencing at 10:12 a.m..

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1 Q. And was this conversation that you had with  
2 Herman Brockman in the fall of '06 the only conversation  
3 that you recall having had with him about the pledge?

4 A. I don't recall.

5 MR. FALANGA: Objection to the form.

6 Q. Excuse me?

7 A. I don't remember.

8 Q. Do you recall any conversations with Herman  
9 Brockman about the pledge other than the one that took place  
10 in or about October or November or I should say in the fall  
11 of 2006?

12 MR. GROHS: Object to the form.

13 A. I don't remember.

14 Q. Tell me what you can recall about the  
15 conversation about the pledge that you had with Herman  
16 Brockman in the fall of 2006.

17 MR. FALANGA: Object to the form.

18 MR. GROHS: Object to the form. You can  
19 answer.

20 A. I don't remember any specifics.

21 Q. What was the subject matter?

22 A. It was probably when I was writing it off the  
23 books or fully reserving it. Not writing it off the books,  
24 but setting up a reserve.

25 Q. So --

1           A.           And that was a significant item because that  
2   reduced the -- increased the loss of the hospital when that  
3   was written off the books.

4           Q.           So your best recollection is that it was at  
5   the time that you were writing off the pledge that you  
6   discussed something about the pledge with Herman Brockman;  
7   is that correct?

8                       MR. FALANGA: Object to the form.

9                       MR. GROHS: Object to the form.

10          Q.           You can answer.

11          A.           Yeah.

12          Q.           What was it, as best you can recall, that you  
13   discussed with him?

14          A.           Just that we were reserving it against the  
15   pledge.

16          Q.           Did you tell him why you were making a  
17   reserve against the pledge?

18          A.           Yeah, because it wasn't deemed to be  
19   collectable.

20          Q.           Did you tell him why -- who deemed it not to  
21   be collectable?

22                       MR. FALANGA: Object to the form.

23                       MR. GROHS: I join. You can answer.

24          A.           I don't remember.

25          Q.           Who told you that they deemed it not --

1 MR. GROHS: Objection.

2 MR. FALANGA: Objection.

3 A. I don't remember.

4 Q. Was it your independent judgment that it was  
5 not collectable or did that conclusion come from something  
6 that somebody told you?

7 MR. FALANGA: Object to the form.

8 MR. GROHS: Object to the form.

9 A. It wasn't my independent. Information came  
10 that this, you know, this pledge we weren't going to -- I  
11 don't remember specifically what was said, but based on the  
12 information that was given to me, then I said, you know,  
13 we'll have to reserve for the pledge.

14 Q. Okay. Do you know who it was that gave you  
15 the information that the pledge was uncollectible?

16 A. I can't remember.

17 Q. Was it one person or more than one person?

18 MR. GROHS: Object to the form.

19 A. I can't remember.

20 Q. Was it in writing or oral?

21 A. It was oral.

22 Q. Was it in the context of a formal meeting of  
23 a committee or not?

24 A. No, it wasn't a formal committee.

25 Q. Did you do anything to determine the accuracy

1 of the advice you were getting that the pledge was  
2 uncollectible?

3 MR. GROHS: Object to the form.

4 MR. FALANGA: Join the objection.

5 A. No.

6 Q. Did you tell anybody at the time that someone  
7 told you that the pledge was uncollectible, did you tell  
8 somebody else the pledge was uncollectible?

9 MR. GROHS: Object to the form.

10 MR. FALANGA: Object to the form.

11 Q. You can answer.

12 A. I had to tell the Accounting Department so  
13 they could prepare the appropriate journal entry on the  
14 books.

15 Q. Do you know why the pledge was uncollectible?

16 MR. GROHS: Object to the form.

17 MR. FALANGA: Object to the form.

18 Q. You can answer.

19 A. No.

20 Q. Were you ever told why the pledge was  
21 uncollectible?

22 MR. GROHS: Object to the form.

23 MR. FALANGA: Object to the form.

24 A. No, not that I can recall.

25 Q. So you made a judgment, if I'm understanding

1 you correctly, to establish a reserve and to write off the  
2 pledge based upon what somebody told you and without their  
3 telling you the reason for you to do it; is that correct?

4 MR. FALANGA: Object to the form.

5 MR. GROHS: Object to the form.

6 Q. You can answer the question.

7 A. I don't remember the specifics.

8 Q. Do you remember learning at any time from any  
9 source why it was that the Eisenreich pledge had been  
10 determined to be uncollectible?

11 MR. GROHS: Object to the form and I believe  
12 it's been asked and answered.

13 MR. FALANGA: Join in the objection.

14 A. No, I don't remember.

15 Q. And do you recall any of the specifics of  
16 your conversation with Herman Brockman at that time when I  
17 gather what you're saying is that you were discussing with  
18 him was reserve or write off?

19 MR. GROHS: Object to form.

20 MR. FALANGA: Object to the form.

21 A. I don't remember any specifics.

22 Q. Do you remember his saying anything at that  
23 time?

24 MR. FALANGA: Object to the form.

25 MR. GROHS: Object to the form.

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## **#63**



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
CASE NO. 07-15195(MS)  
CHAPTER 11

IN RE BAYONNE MEDICAL CENTER,

Debtor,

v.

ALLEN D. WILEN,

Plaintiff,

v.

BAYONNE/OMNI DEVELOPMENT, LLC.,  
et al,

Defendants.

DEPOSITION OF  
VINCENT LOMBARDO

T R A N S C R I P T of Deposition Proceedings

in the above-entitled matter, as taken by and before MARIA  
F. PIOTROWSKI, Certified Court Reporter and Notary Public of  
the State of New Jersey, at the offices of CONNELL FOLEY,  
LLP, 2510 PLAZA 5, HARBORSIDE FINANCIAL CENTER, JERSEY CITY,  
NEW JERSEY, on TUESDAY, MARCH 16th, 2010 commencing at 3:10  
p.m..

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1 times to get that pledge.

2 Q. And sometimes the pledge was not honored?

3 MR. PIZZI: Object to the form. No

4 foundation.

5 A. Yes.

6 Q. And you know what I mean been when I say the

7 pledge was not honored?

8 A. Yes.

9 Q. Do you have any way, as you sit here today  
10 and without your records, to estimate for me the percentage  
11 as a fraction of the totality of pledges made during the  
12 period of your service that were dishonored?

13 A. Not to my recollection.

14 Q. Would it have been -- can you estimate it for  
15 me?

16 MR. PIZZI: It's the same question. Asked  
17 and answered.

18 Q. You can answer the question.

19 A. No, I -- not with any absolute.

20 Q. Let me try it this way. Would you say that  
21 more than 50 percent of the pledges were dishonored?

22 MR. PIZZI: Object to the form.

23 A. No.

24 Q. Would you say that more than 40 percent of  
25 the pledges were dishonored?

1 A. Can't recall. Don't know.

2 Q. Would you say more than 20 percent, more than  
3 20 percent of the pledges were dishonored?

4 MR. PIZZI: Object to the form.

5 A. I can't. I can't with any accuracy and I  
6 don't want to guess.

7 Q. I don't want you to guess. Without telling  
8 me the percentage of pledges that were dishonored because  
9 you're not able to do that at this moment, can you tell me  
10 if there are records kept by the foundation for that period  
11 that would reflect the pledges that were recorded and the  
12 honoring or dishonoring of those pledges?

13 A. When I left in 2007 there were records that  
14 I'm sure would indicate that and also the Bayonne Medical  
15 Center's accounting office also kept records.

16 Q. Who was in charge then of the BMC accounting  
17 department?

18 A. Heather Aaron was the CFO.

19 Q. Can you tell me in the course of your service  
20 from '99 through 12/31/05 any lawsuits were brought against  
21 pledgors to collect upon dishonored pledges?

22 A. No.

23 Q. No you can't tell me or none were brought?

24 A. None that I know of.

25 Q. Was there a policy at the foundation in the

1 period '99 through 12/31/05 with respect to whether or not  
2 dishonored pledges were to be the subject of collection  
3 suits?

4 A. Not to my knowledge.

5 Q. Was there a policy at the foundation in that  
6 same period with respect to the pursuit or not pursuing  
7 dishonored pledges?

8 MR. PIZZI: Objection. No foundation. If  
9 you know.

10 A. Not sure. I don't know.

11 Q. Who at the foundation, if any person or  
12 persons would fill this bill, had the primary responsibility  
13 for pursuing collection of dishonored pledges?

14 MR. PIZZI: Object to the form.

15 A. The situation never or the conversation never  
16 took place how to handle dishonored pledges, to the best of  
17 my knowledge.

18 Q. Okay. So when a -- in the period of your  
19 tenure and ending 12/31/05 in the event of a pledge that was  
20 dishonored, who made the decision of what to do about it?

21 A. Well, majority of the pledges occurred, I  
22 believe, in 2002 or 2003 and the hope was that the people  
23 would ultimately satisfy their pledge.

24 Q. Right. So let me reconstruct this then.

25 In the period before 12/31/05 and during your

1 tenure, I understand you to say there were dishonored  
2 pledges, you can't estimate for me the number or the amount;  
3 is that correct?

4 MR. PIZZI: Objection to form.

5 A. By dishonored pledges were they formally  
6 dishonored?

7 Q. No, by dishonored pledges I mean, and if you  
8 have misunderstood me, my apologies, by dishonored I mean  
9 someone promised to pay X dollars on X date and didn't do  
10 it.

11 A. Yes.

12 Q. Did you understand that to be what I meant  
13 when I referred to dishonored pledges?

14 A. Yes.

15 Q. Then back to the current question. In that  
16 period '99 through 12/31/05, I understand you to say there  
17 were dishonored pledges but you can't estimate the number or  
18 amount; is that correct?

19 A. Right.

20 Q. In that period when pledges were dishonored,  
21 who made the decision, if there was such a person to make a  
22 decision, about what to do about it?

23 A. To the best of my knowledge nothing was done.  
24 It was just a number of letters to the donor reminding them  
25 and to ask them to fulfill their promise.

1 Q. And in the instances when those letters did  
2 not produce the desired result, who decided what to do next,  
3 if anything?

4 A. I don't believe anything was done.

5 Q. Is that another way of saying, I want to be  
6 sure I'm understanding you correctly, that in those  
7 instances lawsuits were not brought against the dishonored  
8 pledges?

9 MR. PIZZI: Object to the form.

10 A. Best of my recollection, yes.

11 Q. Yes there were no --

12 A. There were no lawsuits..

13 Q. There were no lawsuits. And you think that  
14 the records that were kept by the foundation and/or Heather  
15 Aaron in the accounting department would reflect the pledges  
16 made in the period '99 through 12/31/05, those that were  
17 dishonored and collection actions taken, if any; is that  
18 correct?

19 A. Please repeat.

20 Q. You believe that the records at the  
21 foundation and/or with the accounting department, at least  
22 during the period that Heather Aaron was in charge, would  
23 reflect the pledges recorded, the pledges dishonored and the  
24 actions taken with respect to dishonored pledges, if any?

25 A. I believe so.

# **EXHIBIT**

## **#64**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
CASE NO. 07-15195 (MS)  
CHAPTER 11

**ORIGINAL**

In re BAYONNE MEDICAL CENTER, :

Debtor, :

ALLEN D. WILEN, :

Plaintiff, :

DEPOSITION OF:

HEATHER J. AARON

-vs- :

BAYONNE/OMNI DEVELOPMENT, :  
LLC, et al., :

Defendants. :  
-----

B E F O R E:

SHARON B. STOPPIELLO, a Certified Court  
Reporter and Notary Public of the State of New  
Jersey, at the offices of DRINKER, BIDDLE & REATH,  
L.L.P., 500 Campus Drive, Florham Park, New Jersey,  
on MONDAY, APRIL 12, 2010, commencing at 11:11 a.m.,  
pursuant to Notice.

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1           A.       Meaning that if the board had made a  
2       decision to go forth with building a nursing home,  
3       in order to go ahead and do that, you have to find  
4       someone to build it. So you would send out, you  
5       know, around the area there are companies that do  
6       this type of work, and offering whether or not they  
7       would want to do this at Bayonne.

8           Q.       And did I understand you correctly to  
9       say that the solicitation of the pledge from Omni or  
10      Eisenreich was related to this bidding process?

11          A.       As my understanding was, that based  
12      on the fact that we were going to be having a  
13      long-term relationship with Omni, that they were  
14      willing to invest in the facility and basically be a  
15      partner with us, support, be a philanthropy with the  
16      hospital, because they were going to be doing  
17      business with us in the future, so it made sense  
18      that they would support the facility.

19          Q.       And who told you this?

20          A.       Mr. Evans.

21          Q.       Ms. Evans?

22          A.       Mr. Evans.

23          Q.       Mr. Evans. And more specifically, if  
24      you can be more specific, what did he tell you about  
25      that?

# **EXHIBIT**

## **#65**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
CASE NO. 07-15195 (MS)  
CHAPTER 11

**ORIGINAL**

In re BAYONNE MEDICAL CENTER, :

Debtor, :

ALLEN D. WILEN, :

Plaintiff, :

DEPOSITION OF:

HEATHER J. AARON

-VS- :

BAYONNE/OMNI DEVELOPMENT, :  
LLC, et al., :

Defendants.  
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1 THE WITNESS: No.

2 Q. Was there a policy of either the  
3 foundation or the hospital while you were there with  
4 respect to enforcing pledges?

5 A. A policy?

6 Q. Yes.

7 A. There are general accounting  
8 principles that relate to pledges. And if a pledge  
9 is due and not received, then it has to be removed  
10 from your books. That's the only enforcement that I  
11 know of.

12 Q. So then, so far as you know, no  
13 action was taken against any dishonored pledges  
14 while you were with the hospital to sue to enforce  
15 them?

16 MR. PIZZI: Object to the form of the  
17 question.

18 Q. Is that correct?

19 MR. FROST: Again, this is if you  
20 know.

21 A. Not to my knowledge.

22 Q. Do you know whether during your  
23 tenure there were, in fact, dishonored pledges that  
24 had been made to BMC or the foundation?

25 A. I don't recall.

# **EXHIBIT**

## **#66**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
CASE NO. 07-15195 (MS)  
CHAPTER 11

**ORIGINAL**

In re BAYONNE MEDICAL CENTER, :

Debtor, :

ALLEN D. WILEN, :

Plaintiff, :

DEPOSITION OF:

HEATHER J. AARON

-vs- :

BAYONNE/OMNI DEVELOPMENT, :  
LLC, et al., :

Defendants.  
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1 Q. And you did that in connection with  
2 the 2005 audit?

3 A. Yes, it would be done every year with  
4 every audit.

5 Q. Now, specifically the entries that  
6 are made in this letter, from "Date made" through  
7 "Payable in the following installments," where did  
8 this information come from when you prepared this  
9 letter? Let's take "Date made." Who, if anyone,  
10 told you that the date that the Omni Asset  
11 Management pledge was made was October 21, '05?

12 A. This information would come from Mr.  
13 Evans.

14 Q. And it was also he who told you the  
15 amount of the pledge?

16 A. Yes.

17 Q. And it was he who told you that there  
18 were no restrictions on the period or manner of use?

19 A. The pledge received was an  
20 unrestricted pledge. You have pledges that are  
21 restricted and unrestricted.

22 Q. What does that mean?

23 A. Unrestricted means that the facility  
24 can use the funds for whatever they deem fit.

25 Restricted means that the donor said you must bill

1 this particular unit or this particular unit and my  
2 name must be here.

3 Q. So, again, it was Mr. Evans who told  
4 you that this was an unrestricted pledge, using your  
5 terms?

6 A. Yes.

7 Q. Was it also he who told you what the  
8 installment dates were as shown in this letter?

9 A. As far as I recall, our understanding  
10 was that the 5,000,000 was going to be given out  
11 each year. In order for us to book this amount for  
12 the year ending, based on general accounting  
13 procedures, we had to receive it within a period of  
14 time. So the dates here are when we needed to  
15 receive it in order for it to be valid on the books.

16 MR. FROST: Heather, I'm going to  
17 instruct you to listen to his questions and answer  
18 the question he's asking and only the question he's  
19 asking. If you could please ask your question  
20 again.

21 Q. Again, my question is whether Robert  
22 Evans was the source of the information that's set  
23 forth on the letter under the heading, "Payable in  
24 the following installments"?

25 MR. FROST: Do you understand the



# **EXHIBIT**

## **#67**

UNITED STATES BANKRUPTCY COURT  
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CHAPTER 11

In re BAYONNE MEDICAL CENTER, :

Debtor, :

**ORIGINAL**

BAYONNE MEDICAL CENTER, :

Debtor and

Debtor-in-Possession; and :

ALLEN D. WILEN, in his

capacity as Liquidating : DEPOSITION OF:

Trustee and Estate

Representative for the Estate : MARVIN APSEL

of Debtor, Bayonne Medical

Center, :

Plaintiff, :

-vs- :

BAYONNE/OMNI DEVELOPMENT, :

L.L.C., a New Jersey limited

liability company; et al., :

Defendants. :

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B E F O R E:

SHARON B. STOPPIELLO, a Certified Court  
Reporter and Notary Public of the State of New  
Jersey, at the offices of GRUEN & GOLDSTEIN, ESQS.,  
1150 West Chestnut Street, Union, New Jersey, on  
THURSDAY, OCTOBER 14, 2010, commencing at 10:05  
a.m., pursuant to Notice.

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Court Reporting & Litigation Support Services  
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1 MR. GRUEN: I'm ready to move to a  
2 different topic. I don't know what everybody wants  
3 to do about lunch.

4 (A discussion is held off the record.)

5 Q. At any time in 2005 do you recall  
6 discussion with other BMC people about approaching  
7 Avery Eisenreich for a monetary pledge?

8 A. Yes.

9 Q. When, if you can place it in time,  
10 did that subject first come up, or to your attention  
11 I should say?

12 A. Rob Evans asked me to come to his  
13 office around about the week of October 10th, and  
14 requested that I meet with Avery Eisenreich for the  
15 purpose of asking him for a pledge. Rob Evans  
16 discussed the amount, he discussed possible talking  
17 points, and asked me to do that for him.

18 Q. He discussed the amount. What amount  
19 did he discuss?

20 A. He requested that I ask for a pledge  
21 of \$5,000,000.

22 Q. Did he tell you how he arrived at  
23 that number?

24 A. No.

25 Q. Did you have any discussion with him

# **EXHIBIT**

## **#68**

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Debtor, :

**ORIGINAL**

BAYONNE MEDICAL CENTER, :

Debtor and :

Debtor-in-Possession; and :

ALLEN D. WILEN, in his :

capacity as Liquidating : DEPOSITION OF:

Trustee and Estate :

Representative for the Estate : MARVIN APSEL

of Debtor, Bayonne Medical :

Center, :

Plaintiff, :

-VS- :

BAYONNE/OMNI DEVELOPMENT, :

L.L.C., a New Jersey limited :

liability company; et al., :

Defendants. :

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Reporter and Notary Public of the State of New  
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1150 West Chestnut Street, Union, New Jersey, on  
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1 with Avery?

2 A. Yes.

3 Q. And the meeting took place at the  
4 hospital?

5 A. Yes.

6 Q. And you met with Avery that day?

7 A. Yes.

8 Q. Did you meet alone or was anyone else  
9 with you?

10 A. Alone.

11 Q. Where was it?

12 A. On the second floor conference room.

13 Q. Did anybody know that you were having  
14 that meeting with Avery that day?

15 A. Yes, Vincent Lombardo of the Bayonne  
16 Medical Center Foundation.

17 Q. How did he know?

18 A. Because the day before I had gone  
19 into Vincent Lombardo's office, which is on the same  
20 floor, just several offices away from my office, and  
21 requested a pledge form from him.

22 Q. And did you tell him why you wanted a  
23 pledge form?

24 A. Yes, I told him I was going to be  
25 meeting with Avery Eisenreich the next day for the

1 purpose of asking for a pledge.

2 Q. Did you have any other discussion  
3 with him?

4 A. We had general discussion. Not a  
5 long discussion, but a general discussion about  
6 pledges. And I asked him about the nature of a  
7 pledge. He told me essentially that it was a  
8 promise made. I believe that I picked up a brochure  
9 or something that he had in his office relating to  
10 pledges, and we discussed that.

11 Q. Anything else you remember of that  
12 conversation with Vincent Lombardo?

13 A. There was some discussion about the  
14 binding nature of a pledge that is made by an  
15 individual.

16 Q. Do you recall that conversation?

17 A. Briefly.

18 Q. Could you tell us about it?

19 A. I basically said, What happens to an  
20 individual who cannot make that pledge? And Vincent  
21 basically responded, Well, you can't get blood out  
22 of rock, or something to that extent. And I think  
23 that was it.

24 Q. Did you discuss with him anything  
25 else about whether a pledge was binding or not

# **EXHIBIT**

## **#69**



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
CASE NO. 07-15195 (MS)  
CHAPTER 11

In re BAYONNE MEDICAL CENTER, :

Debtor, :

**ORIGINAL**

BAYONNE MEDICAL CENTER, :

Debtor and :

Debtor-in-Possession; and :

ALLEN D. WILEN, in his :

capacity as Liquidating : DEPOSITION OF:

Trustee and Estate :

Representative for the Estate : MARVIN APSEL

of Debtor, Bayonne Medical :

Center, :

Plaintiff, :

-vs- :

BAYONNE/OMNI DEVELOPMENT, :

L.L.C., a New Jersey limited :

liability company; et al., :

Defendants. :

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B E F O R E:

SHARON B. STOPPIELLO, a Certified Court  
Reporter and Notary Public of the State of New  
Jersey, at the offices of GRUEN & GOLDSTEIN, ESQS.,  
1150 West Chestnut Street, Union, New Jersey, on  
THURSDAY, OCTOBER 14, 2010, commencing at 10:05  
a.m., pursuant to Notice.

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1 for a question about that in this time frame, 2005.

2 MR. GRUEN: I'll rephrase it.

3 Let me have the witness' answer read back.

4 (The Reporter reads from Page 103,

5 Lines 9-23.)

6 Q. That's my question, and the objection  
7 has been registered.

8 A. There's no specific mention of  
9 leasebacks or particulars of the project. It was  
10 the overall project.

11 Q. At that point in time, did you  
12 understand the overall project included leasing back  
13 by the hospital?

14 MR. PIZZI: Object to the form. No  
15 foundation.

16 Q. Go ahead.

17 A. Yes, I believe I had an understanding  
18 of the overall project.

19 Q. Anything else that you remember from  
20 those 15 minutes other than what you've told us so  
21 far?

22 A. Yes. Avery had a concern, and he had  
23 a concern regarding the, I'll use the binding nature  
24 of a pledge to the hospital. He asked me if it was  
25 binding. I said I don't know. I recently had a

1 conversation in which I casually talked about  
2 pledges with the foundation person, but I was not  
3 absolutely sure.

4 He then basically said, I want a letter from  
5 Rob Evans stating that the pledge that I am making  
6 is essentially nonbinding. He went into concerns  
7 with what if my business gets disrupted or I can't  
8 make a pledge. I don't want to be in that position  
9 of not being able to meet my obligations.

10 Q. What else, if anything, did he say?

11 A. Who?

12 Q. Avery, he's the "he." You're the  
13 "you" and he's the "he"?

14 A. Thank you very much for that  
15 clarification.

16 Q. If anything.

17 A. I don't believe there was anything of  
18 substance beyond that.

19 Q. What, if anything, did you say in  
20 response to that declaration of his?

21 A. I said, "I will communicate that to  
22 Rob Evans immediately, and we will get the issue  
23 resolved."

24 Q. And did you communicate that to Rob  
25 Evans?